

DONNA L. SOTO, ADMINISTRATRIX)	SUPERIOR COURT
OF THE ESTATE OF VICTORIA L.)	
SOTO, DECEASED, ET AL.)	J.D. OF FAIRFIELD/BRIDGEPORT
)	@ BRIDGEPORT
v.)	
)	
BUSHMASTER FIREARMS)	
INTERNATIONAL, LLC, ET AL.)	April 22, 2016

**REMINGTON'S MOTION TO STRIKE
PLAINTIFFS' FIRST AMENDED COMPLAINT**

Defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc., ("Remington"),¹ pursuant to Practice Book § 10-39, respectfully move to strike Counts 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, and 31 of Plaintiffs' First Amended Complaint for failure to state a claim upon which relief may be granted against Remington.

Plaintiffs seek to hold Remington responsible for the shooting at Sandy Hook Elementary School under various legal theories, including (1) negligent entrustment, (2) product liability, and (3) violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.* ("CUTPA"). The claims against Remington in Counts 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, and 31 should be stricken. Remington is immune from Plaintiffs' claims under the Protection of Lawful Commerce in Arms Act. 15 U.S.C. § 7901 *et seq.* ("PLCAA"), and Plaintiffs' Amended Complaint fails to allege legally sufficient causes of action against Remington which are

¹ This motion is also submitted on behalf of Bushmaster Firearms International, LLC, Bushmaster Firearms, Inc., Freedom Group, Inc., Freedom Group, Freedom Group, LLC, Bushmaster Holdings, LLC, and Bushmaster Firearms Int., Inc., regardless of whether these entities actually exist.

permitted under any exception to immunity under the PLCAA. Additionally, Plaintiffs' CUTPA claims against Remington are legally insufficient because (1) Plaintiffs are not consumers of Remington's product and are not competitors, or other business persons with a commercial relationship to Remington; (2) Plaintiffs have not alleged the type of financial injury that CUTPA was enacted to redress; (3) the CUTPA claims are barred by the 3-year statute of limitations; (4) the CUTPA claims are barred by the exclusivity provision of the Connecticut Product Liability Act ("CPLA"); and (5) the CUTPA claims are barred by § 42-110c(a). Remington incorporates by reference its Memorandum of Law in Support submitted herewith.

WHEREFORE, Remington respectfully moves that each claim against it, as set forth in Counts 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, and 31 of Plaintiffs' First Amended Complaint, be stricken for failure to state a claim upon which relief may be granted.

THE DEFENDANTS,

REMINGTON ARMS CO., LLC and
REMINGTON OUTDOOR COMPANY, INC.

BY: /s/ Scott M. Harrington/#307196

Jonathan P Whitcomb
Scott M. Harrington
DISERIO MARTIN O'CONNOR &
CASTIGLIONI LLP #102036
One Atlantic Street
Stamford, CT 06901
(203) 358-0800
jwhitcomb@dmoc.com
sharrington@dmoc.com

James B. Vogts (pro hac vice #437445)
Andrew A. Lothson (pro hac vice #437444)
SWANSON, MARTIN & BELL, LLP
330 North Wabash, Suite 3300
Chicago, IL 60611
(312) 321-9100
jvogts@smbtrials.com

alothson@smbtrials.com

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was mailed on April 22, 2016 to the following counsel:

Koskoff Koskoff & Bieder, PC
350 Fairfield Avenue
Bridgeport, CT 06604
jkoskoff@koskoff.com
asterling@koskoff.com
khage@koskoff.com

Renzulli Law Firm LLP
81 Main Street
Suite 508
White Plains, NY 10601
crenzulli@renzullilaw.com
sallan@renzullilaw.com

Peter M. Berry, Esq.
Berry Law LLC
107 Old Windsor Road, 2nd Floor
Bloomfield, CT 06002
firm@berrylawllc.com

/s/ Scott M. Harrington/#307196
Scott M. Harrington